

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617835

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Moore Services Holdings, LLC		12/31/2020	Limited Liability Company: DELAWARE
Service Champions, LLC		12/31/2020	Limited Liability Company: CALIFORNIA
Bell Brother's Heating and Air, Inc.		12/31/2020	Corporation: CALIFORNIA
A.S.I. Hastings, Inc.		12/31/2020	Corporation: CALIFORNIA
Reliance Home Services, Inc.		12/31/2020	Corporation: CALIFORNIA
JW Heating and Air, Inc.		12/31/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Antares Capital LP		
Street Address:	500 West Monroe		
Internal Address:	17th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	78544125	SERVICE CHAMPIONS HEATING & AIR CONDITIO	
Serial Number:	85516614	HEATING. A/C. AND GOOD DEEDS FOR FREE.	
Serial Number:	85516621	SERVICE CHAMPIONS	
Serial Number:	88713033	THE NO SURPRISE GUYS	
Serial Number:	75790929	A. D. PLUMBING & HEATING	
Serial Number:	75791786	ADEE DO!	
Serial Number:	75791785	ADEE PLUMBING & HEATING, INC.	
Serial Number:	75791170	JACK STEPHAN PLUMBING & HEATING	
Serial Number:	75791787	STEPHAN PLUMBING & HEATING	
Serial Number:	75798148		
Serial Number:	88001899	JW HEATING & AIR	

CH \$415.00 78544125

Property Type	Number	Word Mark
Serial Number:	88950769	100% RIGHT ... OR 100% FREE!
Serial Number:	88946375	HAPPY MONEY PROMISE
Serial Number:	88946386	HAPPY MONEY PROMISE IF YOU'RE NOT HAPPY,
Serial Number:	88950741	PLUMBING HEATING A/C GOODDEEDS FOR FREE
Serial Number:	88910841	WORLD'S FRIENDLIEST TECHNICIANS!

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2128598000
Email: jason.greenberg@friedfrank.com
Correspondent Name: Jason Greenberg
Address Line 1: One New York Plaza
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	3142-5
NAME OF SUBMITTER:	Jason Greenberg
SIGNATURE:	/Jason Greenberg/
DATE SIGNED:	12/31/2020

Total Attachments: 9

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of December 31, 2020, is made by each entity listed in Schedule A attached hereto (each, a “**Grantor**”), in favor of Antares Capital LP, as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, each Grantor is party to that certain Second Lien Security Agreement, dated as of December 31, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among each Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Grant of Security. As security for the payment (howsoever created arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing or due or to become due) or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in, to and under the applicable registered and applied for Trademarks set forth on Schedule B attached hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); provided that “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any Excluded Asset as provided in the Security Agreement, including any “intent-to-use” Trademark application prior to the filing and acceptance of a “**Statement of Use**” pursuant to Section 1(d) of the Lanham Act or an “**Amendment to Allege Use**” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. Section 11.12 of the Credit Agreement is incorporated by reference herein, mutatis mutandis.

Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIM CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON OR ARISING OUT OF OR RELATING TO THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has executed this Trademark Security Agreement as of the date first above written.

**BELL BROTHER'S HEATING AND AIR, INC.
JW HEATING AND AIR, INC.
MOORE SERVICES HOLDINGS, LLC
RELIANCE HOME SERVICES, INC.
SERVICE CHAMPIONS, LLC**

By: 
Name: Daniel Hamm
Title: Chief Financial Officer

A.S.I. HASTINGS, INC.

By: _____
Name: Phil Justo
Title: Chief Financial Officer and Chief
Operating Officer

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]


**TRADEMARK
REEL: 007152 FRAME: 0945**

IN WITNESS WHEREOF, each of the undersigned has executed this Trademark Security Agreement as of the date first above written.

BELL BROTHER'S HEATING AND AIR, INC.
JW HEATING AND AIR, INC.
MOORE SERVICES HOLDINGS, LLC
RELIANCE HOME SERVICES, INC.
SERVICE CHAMPIONS, LLC

By: _____
Name: Daniel Hamm
Title: Chief Financial Officer

A.S.I. HASTINGS, INC.

By:  _____
Name: Phil Justo
Title: Chief Financial Officer and Chief
Operating Officer

(SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT)

TRADEMARK
REEL: 007152 FRAME: 0946

Accepted and Agreed:


Antares Capital LP, as Collateral Agent

By: *Beth L Troyer*
Name: Beth Troyer
Title: Duly Authorized Signatory

SCHEDULE A




Grantor	Type of Organization	Jurisdiction
Moore Services Holdings, LLC	Limited liability company	Delaware
Service Champions, LLC	Limited liability company	California
BELL BROTHER'S HEATING AND AIR, INC.	Corporation	California
A.S.I. Hastings, Inc.	Corporation	California
Reliance Home Services, Inc.	Corporation	California
JW Heating and Air, Inc.	Corporation	California

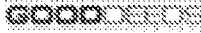
SCHEDULE B

Mark	Applicati on No.	Applicati on Date	Registrati on No.	Registrati on Date	Owner	Jurisdicti on
Logo (Lil Mac) Service Mark ¹					Moore Home Services, LLC	
McDonald Plumbing Heating and Air Conditioning Inc. ²					Moore Home Services, LLC	
	78544125	1/7/05	3246145	5/29/07	Service Champions , LLC	USPTO
HEATING, A/C, AND GOOD DEEDS FOR FREE.	85516614	1/13/12	4918361	3/15/16	Service Champions , LLC	USPTO
SERVICE CHAMPIONS	85516621	1/13/12	4905305	2/23/16	Service Champions , LLC	USPTO
The No Surprise Guys	88713033	12.3.2019	N/A	N/A	BELL BROTHER'S HEATING AND AIR, INC.	USPTO
ASI THE WHITE GLOVE GUYS	N/A	N/A	306632	3/25/19	A.S.I. Hastings, Inc.	California
ASI	N/A	N/A	64972	9/24/08	A.S.I. Hastings, Inc.	California
ASI HASTINGS	N/A	N/A	68845	9/23/13	A.S.I. Hastings, Inc.	California
YOU CAN TRUST THE WHITE GLOVE GUYS	N/A	N/A	68675	7/30/13	A.S.I. Hastings, Inc.	California
ASI – Stylized “ASI” letters with the “S” slightly offset below	N/A	N/A	64977	9/24/08	A.S.I. Hastings, Inc.	California
A. D. PLUMBING & HEATING	75/790,92 9	9/2/1999	2,488,812	9/11/2001	Reliance Home Services, Inc.	USPTO

¹ No registration found on USPTO Website

² No registration found on USPTO Website

Mark	Applicati on No.	Applicati on Date	Registrati on No.	Registrati on Date	Owner	Jurisdicti on
ADEE DO!	75/791,78 6	9/2/1999	2,488,818	9/11/2001	Reliance Home Services, Inc.	USPTO
ADEE PLUMBING & HEATING, INC.	75/791,78 5	9/2/1999	2,488,817	9/11/2001	Reliance Home Services, Inc.	USPTO
JACK STEPHAN PLUMBING & HEATING	75/791,17 0	9/2/1999	2,454,056	5/22/2001	Reliance Home Services, Inc.	USPTO
STEPHAN PLUMBING & HEATING	75/791,78 7	9/2/1999	2,456,316	5/29/2001	Reliance Home Services, Inc.	USPTO
	75/798,14 8	9/13/1999	2,476,513	8/7/2001	Reliance Home Services, Inc.	USPTO
	88/001,89 9	6/15/2018	5,666,597	1/29/2019	JW Heating and Air, Inc.	USPTO
100% RIGHT ... OR 100% FREE!	88950769	06/05/202 0	--	--	Service Champions , LLC	USPTO
HAPPY MONEY PROMISE	88946375	06/03/202 0	--	--	Service Champions , LLC	USPTO
HAPPY MONEY PROMISE IF YOU'RE NOT HAPPY, YOU DON'T PAY and Design 	88946386	06/05/202 0	--	--	Service Champions , LLC	USPTO

Mark	Applicati on No.	Applicati on Date	Registrati on No.	Registrati on Date	Owner	Jurisdicti on
PLUMBING HEATING A/C GOODDEEDS FOR FREE and Design 	88950741	06/05/2020	--	--	Service Champions , LLC	USPTO
WORLD'S FRIENDLIEST TECHNICIANS!	88910841	05/11/2020	--	--	Service Champions , LLC	USPTO